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Contract Database Metadata Elements

Title: **Ulster, Town of and Ulster Policemens Benevolent Association (PBA), (2001)**

Employer Name: **Ulster, Town of**

Union: **Ulster Policemens Benevolent Association (PBA)**

Local:

Effective Date: **01/01/01**

Expiration Date: **12/31/03**

PERB ID Number: **8317**

Unit Size: **40**

Number of Pages: **36**

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Ulster, Town Of And Town Of Ulster
Police Benev Assn

TO / POL

AGREEMENT

By and Between

THE TOWN OF ULSTER

And

***THE TOWN OF ULSTER
POLICEMEN'S BENEVOLENT ASSOCIATION***

January 1, 2001 – December 31, 2003

RECEIVED

SEP 27 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ATTACHMENT General Municipal Law Section 207-c Procedure

ARTICLE I PREAMBLE AND RECOGNITION

A. The Town of Ulster, hereinafter known as "Employer", consistent with its policy and the Public Employee's Fair Employment Act of the State of New York, in furtherance of a more harmonious and cooperative relationship between its employees, administrators and the members of the Town Board, which will enhance the operational program of the Ulster Police Department, with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise, and;

B. To assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules, regulations and policies shall be construed fairly for the accomplishment of this purpose;

C. Hereby agree to recognize the Town of Ulster Policemen's Benevolent Association, hereinafter known as the "Union", and/or its designee, as the sole and exclusive bargaining representative of the employees employed in the following classification:

Including: All full time and part time police officers and dispatchers in the following titles: Police Officer, Sergeant and Dispatchers.

Excluding: Chief of Police and Lieutenant.

ARTICLE II UNION RIGHTS AND RESPONSIBILITIES

A. The Employer, in recognition of its duties to assure harmonious relations with its employees covered in this Agreement, and which in turn, as a result of said agreement is assured of its obligations to the orderly processes of police protection to the residents of the Town of Ulster will not be impaired, does hereby agree to the following conditions involving recognition and certification of the employees' organization, the Town of Ulster Policemen's Benevolent Association and hereby accords said organization such rights as follows:

B. Check-off of Dues: The Employer agrees to deduct from all employees who are Union members covered by this Agreement, the initiation fees, dues and uniform assessments for the Union, and agrees to make such adjustments in said dues as the Union may prescribe; and agrees to remit same to said Union, all such deductions at the end of each period for which deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

C. Agency Shop: The Employer agrees to deduct from the wages of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for a refund, to any employee demanding the return thereof, of any or part of such Agency Shop Fee which represents the employee's pro-rata share of expenditures by the Union

in aid of the activities or causes unrelated, or only incidentally related, to terms and conditions of employment as set forth above.

D. Maximum Union Security: In the event that the current laws are modified or replaced so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

E. Association Time: The parties agree that there shall be no unreasonable Union activity on Employer time. However, such Union activity must be authorized in advance by the Chief of Police or designated representative. Authorization shall not be unreasonably withheld. The parties agree that activities or official Union representatives, as listed in Section F, shall be carried out in a manner that will not interfere with the normal work functions.

The Union President, or designee, shall be granted time off to attend, administer or represent an employee or the Union at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor/Management conference with the Employer while on duty concerning this contract, without charge against any paid leave accrual. The Union Vice President shall be granted time off to attend negotiations while on duty, without charge against any paid leave accruals.

F. Association Officers: The Union shall forward to the Employer a list of the names and titles of its officers and representatives plus changes as they occur.

G. Association Bulletin Board: The Employer shall permit the Union space in the Police Department for a bulletin board for use by the Union. All Union notices must be signed by the appropriate Union officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein.

H. Discrimination: No employee designated pursuant to this Article shall be discriminated against in any way by the Employer on account of work performed on behalf of the Union and unit members.

I. Labor/Management: Authorized spokespersons for the Employer and Union shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative or Union President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article VI - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained

within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party.

ARTICLE III GENERAL CONDITIONS OF EMPLOYMENT INCLUDING WAGES, HOURS, CONDITIONS AND FRINGE BENEFITS

A. Seniority and Civil Service Continuity: Seniority shall prevail within the Department by job title for the purposes of vacation selection and in determining priority for floating holiday selection. Seniority shall also prevail with respect to shift preference in the event that the Employer opts for permanent shifts: except that the unit members may be assigned to another shift for up to sixty (60) days, regardless of seniority under certain circumstances (i.e. to avoid discipline, only the disciplined officer can be affected by this move in shift assignment).

B. Seniority: Shall be determined by: (1) rank, or (2) by continuous service in rank, (3) by date of employment to rank or previous rank, (4) by date of appointment to the Department.

C. Civil Service Continuity. Lateral Transfers: Effective January 1, 1983, employees transferred in accordance with Section 153 of the Town Law, shall be placed on the salary schedule and benefit entitlement for all service as a civil service police officer.

D. Loss of Seniority and Employment: Seniority shall be broken by: (1) lawful discharge, or (2) voluntary quit.

E. Lay-off and Recall: Whenever it becomes necessary to reduce the working force, layoffs shall be made pursuant to the Civil Service Law and the applicable Civil Service Rules and Regulations.

In the event of a recall, the laid-off unit member shall be given notice of recall by telegram or registered mail, sent to the last known address. Within three (3) calendar days after tender of deliver, or attempted delivery, the unit member must notify the Employer by telegram, registered or certified mail, of his intent to return to work and must actually report to work within seven (7) days after tender or attempted delivery of such notice, unless mutually agreed upon to extend the period. If the employee fails to comply with the above provisions, he/she will be declared a voluntary quit and lose all seniority rights of employment.

F. Maintenance of Standards: The Employer agrees that all conditions of employment in its operations relating to wages, hours of work, overtime differential and general working conditions shall be maintained at not less than the highest regard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such errors are corrected within ninety (90) days from the date of error.

ARTICLE IV DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees in the bargaining unit, the Union and employees in the bargaining unit do hereby affirm a policy that it does not assert the right to strike against the Employer, nor will it assert in or participate in any strike by the employees to conduct, assist or participate in a strike.

ARTICLE V RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

A. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to any fiscal year for the purpose of attempting to mutually agree upon amendments to this Agreement.

B. In the event of an impasse, the parties agree to subject the unresolved issues to the New York State Public Employment Relations Board.

ARTICLE VI GRIEVANCE PROCEDURE

Section I - Definitions

Definition: As used herein, the following terms shall have the following meaning:

1. Employees - shall mean any person or persons covered by the terms of this collective bargaining agreement.
2. Grievant - shall mean employee, groups of employees, or the Union acting on its own behalf or on behalf of the employee or group of employees, alleging to have a grievance.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the Collective Bargaining Agreement, or unilateral change in a rule or regulation which constitutes or impacts upon a mandatory subject of negotiations.. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

Section 2 - General

1. The grievant shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Union at all stages of the Grievance Procedure.

2. The grievance shall first be submitted to the Chief of Police, and any appeal to the Police Commission. A written response is required of the Chief of Police and/or Police Commission hereunder, and the original grievance shall be returned to the grievant involved at each Step.

3. Each grievance shall contain a short, plain statement of the grievance and specific references to the article and section of the provision of the Collective Bargaining Agreement which the grievant claims to have been violated, or the rule or regulation which was unilaterally changed which constitutes a mandatory or impacts upon a mandatory subject of negotiations.

4. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that- the Employer and Union enter into a signed stipulation of settlement setting forth the terms resolving the grievance. Settlement of a grievance by mutual agreement between a grievant and the Employer without participation or agreement of the Union shall not constitute precedent in other and future cases.

Section 3 - Procedure

Step 1 The grievant shall present the grievance in writing to the Chief of Police within sixty (60) calendar days after the date on which the act or omission giving rise to the grievance occurred, or within sixty (60) calendar days after the union or grievant should have known of the occurrence giving rise to the grievance. The Chief of Police shall issue a written decision to the grievant and the union no later than ten (10) calendar days after receipt of the grievance.

Step 2 Police Commission

In the event that the grievant is unsatisfied with the decision of the Chief of Police, such party may, within fifteen (15) calendar days after receipt of the Step 1 decision or, within fifteen (15) calendar days after the Step 1 decision should have been received, forward the grievance to the Police Commission. The Police Commission shall issue a written decision to the grievant no later than thirty (30) calendar days after receipt of the grievance.

Step 3 Arbitration

In the event that the union wishes to appeal an unsatisfactory decision at Step 2, a Demand for Arbitration shall be submitted to the Town Board within thirty (30) calendar days after receipt of the Step 2 decision, or within thirty (30) calendar days after the Step 2 decision

was due. The parties agree that the following shall serve as arbitrators: (1) Benjamin Falcigno; (2) Joel Douglas; (3) Peter Prosper.

In the event any of the named arbitrators is no longer available to serve, each party reserves the right to propose a replacement to the respective list upon thirty (30) calendar days written notice to the other party. However, a replacement shall not serve until mutually agreed upon by both parties. The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the limits set forth herein, the parties agree to move to the next panel member who can meet the time limits. In the event none of the arbitrators can meet the requirements, the parties agree to use the arbitrator whose schedule is available on the earliest date possible.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion, which are not essential in reaching, the determination.

The decision of the arbitrator shall be final and binding on the parties.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE VII SEPARATION FROM EMPLOYMENT

A. Upon discharge, death or separation beyond the control of the employee, the Employer shall pay all earned money and accrued benefits to the employee or his survivor on the pay day in the week following such discharge, death or separation beyond the employee's control.

B. Upon voluntary separation from employment by any employee, the Employer shall pay all of the earned money and accrued benefits to the employee or his survivor on the pay date in the week following such voluntary separation from employment.

C. Accrued benefits shall include vacation, holiday and compensatory time accumulated.

D. Upon separation of employment, the employee shall return to his immediate supervisor all equipment in his possession or assigned to him, in substantially the same condition as when received, reasonable wear and tear excluded, or pays the fair and reasonable value thereof. All payments due upon separation shall not be released until the Police Officer has returned all Town equipment as specified in this paragraph.

E. Part-time Officers, who are physically or mentally able to work, who have not worked five (5) days within a calendar year, shall be deemed to have resigned from Town employment and shall return all Town equipment.

ARTICLE VIII EQUIPMENT

A. Defective Equipment - The Employer shall not require any employee to, nor shall any employee take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed in law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

B. Employees shall immediately, or at the end of their shifts, report any and all defects of equipment to the shift supervisor. The shift supervisor shall not ask or require any employees to take out equipment that has been reported by any other employee as being unsafe, unless such equipment has been inspected by a mechanic and the defect repaired or declared not to exist by such registered mechanic.

C. Each tour supervisor will be responsible for vehicle safety on his respective tour of duty.

D. Reports - Employees shall immediately, or at the end of their shifts, report all defects of equipment.

E. The Employer hereby agrees, as near as possible, to replace its vehicles on a hundred thousand (100,000) mile replacement basis.

Excluding: Detective vehicles, K-9 vehicles. These vehicles may be run up to but not exceed one hundred and fifty thousand (150,000) miles. The use of these vehicles is contingent upon inspection and certified documentation by a licensed dealership approving said vehicles as being road worthy and safe for police use.

Each vehicle shall be equipped with the following:

1. One (1) shotgun and rack;
2. One (1) cage in each marked vehicle;
3. One (1) bearcat scanner or equivalent;
4. One (1) SL20 rechargeable flashlight;
5. One (1) reflective vest.

ARTICLE IX UNIFORMS

A. The Employer will provide and maintain at its expense, all uniforms and equipment for all employees in the bargaining unit. The dispatchers' uniforms and equipment shall not include those items unique to the job of police officers.

B. All police officers shall receive initial equipment as follows: one (1) 45 caliber glock-model 21, or equivalent; all necessary leather gear including belt, holster, loop loaders, handcuffs and case; five (5) keepers per man; one (1) nightstick, one (1) belt, and two (2) name tags.

C. In addition to the above, all employees shall receive an initial issue as follows:

- 5 pair of pants (F/T); (3) pair of pants (P/T)
- 5 long sleeve shirts (F/T); (3) long sleeve shirts (P/T)
- 5 short sleeve shirts (F/T); 3) short sleeve shirts (P/T)
- 3 Turtlenecks (F/T Officers; 2 Turtlenecks (P/T officers)
- 1 winter jacket
- 1 bulletproof vest with 2 T-shirts to hold exterior panels - vest shall be replaced by the Employer every 5 years from the date of issue
- 1 hat
- 1 raincoat
- 1 badge
- 1 tie and tie clip
- 1 set of collar insignias

The Employer, at its expense, shall provide for the full cost of all dry cleaning and maintenance of uniforms for the Department.

D. The Employer shall provide one (1) pair of uniform shoes or one (1) pair of winter boots per year for full time unit members and one (1) pair every three (3) years for part time unit members who have worked at least eighty (80) days during the previous three (3) calendar years. In the event a part time employee's shoes need to be replaced, based on normal wear and tear, that employee shall be provided with a new pair of shoes earlier than set forth herein.

E. It is further agreed that all uniforms and equipment provided for in this Article shall be issued by the "quartermaster method" after an employee receives his/her initial issue.

F. All employees to whom uniforms are issued shall wear the complete uniform while on duty or carrying out the duties assigned to them.

G. The uniforms shall be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Loss or damage to the uniforms, other than normal wear and tear, will be paid by the employee to whom the uniform is issued.

H. It is agreed that while performing their duties employees who suffer any loss or damage to personal gear or equipment, that said equipment shall be replaced by the Employer.

I. Adequate locker space will be furnished to each employee by the Employer for the purpose of storing uniforms and equipment.

ARTICLE X PAY PERIOD

A. All present employees covered hereunder shall be paid according to the present system in full force and effect.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

ARTICLE XI JOB DUTIES AND CLASSIFICATION

A. An employee in a job classification or division of the system may be used in another job classification or division only if no work opportunities are lost by employees normally performing work in that job classification or division to which he/she is transferred.

B. An employee assigned to work outside of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing the assigned duties, provided such damage does not result from a proven negligence or willful destructive act.

C. At least twice each year, each unit member performing police functions, shall be required to attend eight (8) hours of in-service training programs, (excluding range days) sponsored by the Police Chief, except for those on contractual leave.

ARTICLE XII VACATIONS

A. Vacation is to be taken as follows:

Five (5) working days per year after one (1) year of employment

Ten (10) working, days per year after two (2) years of employment

Fifteen (15) working days per year after eight (8) years of employment

Twenty-five (25) working days per year after fifteen (15) years of employment.

B. A vacation schedule will be posted and employees will have preference of choosing vacation based upon seniority.

C. Employees will be permitted to exchange vacation assignments with each other, provided the Department is adequately staffed with personnel and upon approval of the Chief of Police, or second-in-command.

ARTICLE XIII HOLIDAYS

A. All employees covered hereunder shall be entitled to the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Easter Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floating Holiday

The above named Holidays shall be celebrated on the date the State of New York celebrates, except the floating Holiday which shall be taken at the option of the employee. In the event any of the named Holidays is not celebrated by the State of New York, it shall be celebrated on the actual day.

A full time employee who is regularly scheduled off (day off/pass day) on any of the named Holidays set forth above, except the floating Holiday, shall be entitled at their option, to eight (8) hours of additional pay in that pay period or eight (8) hours of Holiday Compensatory Time.

B. All Holidays shall be paid at the rate of double time (2X), in cash payment, to all part time employees who work on any Holiday or any part thereof. The part time employee shall be paid for a floating Holiday only in the event they worked a minimum of eighty (80) days per calendar year.

All Holidays shall be paid at the rate of double time (2X), in cash payment, to all full time employees who are. regularly scheduled to work on a Holiday, for the first (1st) eight (8) hours worked. All hours worked thereafter on a Holiday, shall be paid at the rate of double time and one half (2.5X), in cash payment, to all full time employees. Any full time employee who is regularly scheduled off on a Holiday, and is called in and reports for work, shall be paid at the rate of double time and one half (2.5X), from the time called in, in cash payment, for all hours

worked. The employee shall be entitled to the minimum guarantee as set forth in Article XVIII of this Agreement.

C. There will be a one (1) week advance notice requirement for the floating Holiday, with such notice being given to the Chief of Police or his/her designee.

ARTICLE XIV SICK LEAVE

A. All full time employees covered hereunder shall be entitled to the following sick leave provisions:

On January 1st of each year, all full time employees shall be credited with two (2) days of sick leave. Upon hire, and thereafter, one (1) day of sick leave shall be credited on the first (1st) calendar day of each calendar month up to a total accumulation of one hundred and fifty (150) days.

B. All full time employees shall be entitled to a maximum of ten (10) days absence chargeable to sick leave when such absence is incurred on account of the illness of a member of the employee's immediate family, residing in the household of the employee at the time of illness.

C. A doctor's certificate confirming illness may be required after being out three (3) or more consecutive workdays.

D. For each sick day used, that employee shall have one (1) day deducted from their sick leave accumulation and credited towards one (1) workday for the purposes of payroll.

E. Upon termination of employment during the first year of service, the Employer may recoup the cost of sick leave days paid for under this provision from the final paycheck.

F. Employees who earn and who accrue sick leave days to the maximum allotment set forth above, shall be paid at the rate of seventy percent (70%) of their daily salary.

ARTICLE XV BEREAVEMENT LEAVE

A. All full time employees shall be entitled to four (4) consecutive work days absence from employment, with pay, commencing with the date of death, not chargeable to sick leave, for death in the family (i.e. parents, grandparents, children, brother, sister, spouse and in-laws).

B. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVI PERSONAL LEAVE

A. All full time employees shall be credited with four (4) personal leave days on January 1st of each year. In the event a full time employee is hired during the year, that employee, upon hire, shall be credited with personal-leave days as follows:

January 1 st through March 31 st	4 days
April 1 st through June 30 th	3 days
July 1 st through September 30 th	2 days
October 1 st through December 31 st	1 day

Personal leave shall be submitted at least two (2) days prior to its use, and be approved in advance by the Chief of Police or designee, except for an emergency, and shall not be unreasonably denied.

B. Any additional personal leave will be deducted from accumulated sick leave.

C. All unused personal leave days as of December 31st of each year shall be converted into the employee's sick leave accumulation. However, at the option of the full time employee, he/she may carry forward from year to year, one (1) unused personal leave day to be used the following year, for a maximum of five (5) days to be used.

ARTICLE XVII MEAL ALLOWANCE, LODGING AND EXPENSES

A. All employees assigned to trips shall be paid all meals, tolls, parking and/or lodging expenses, including layovers, because of the nature of the trip or breakdown of equipment. Original receipts must be provided for such reimbursement.

B. Any employee performing work of an emergency nature after four (4) continuous hours after his regular eight (8) hour shift or during normal mealtime, shall be paid the meal allowance of eight dollars (\$8.00).

C. When the employee is assigned to make a trip by the Department, he/she will be furnished with a reasonable cash advance, and, upon his/her return, they will return all monies in excess of receipts to the Town Clerk.

ARTICLE XVIII HOURS OF WORK, WORKDAY, WORKWEEK WORK SCHEDULE AND OVERTIME

A. Workday and Workweek

The workday for employees shall be eight (8) hours within the scheduled tour of duty as set forth in this Article. The scheduled workweek shall not exceed forty (40) hours.

All part time employees shall be required to provide to the Chief of Police or his designee, in writing, their availability for work on or before the 15th day of every calendar month, for the ensuing month. Seniority shall prevail among part time employees whose availability for work is the same, based upon the staffing requirement established by the Chief of Police or his designee. In the event availability is submitted by any employee after the 15th of a calendar month, that employee shall be placed on the work schedule on a first-come, first-serve basis and shall have no right to bump any other part time employee who has submitted their availability as set forth herein, regardless of seniority. However, in the event more than one part time employee shall submit availability after the 15th of the month, seniority shall prevail among those employees only.

B. Work Schedule: Road Patrol

The work schedule for all full time police officers shall be as follows:

Week 1	5 days on, 2 consecutive days off
Week 2	5 days on, 2 consecutive days off
Week 3	5 days on, 3 consecutive days off and repeat the cycle

Work Schedule: Detective Division

The work schedule for all Detectives shall be as follows:

Week 1	5 days on, 2 consecutive days off
Week 2	5 days on, 2 consecutive days off
Week 3	5 days on, 2 consecutive days off
Week 4	4 days on, 3 consecutive days off and repeat the cycle

Work Schedule: Dispatcher

The work schedule for all full time Dispatchers shall be as follows:

Week 1	5 days on, 2 consecutive days off
Week 2	5 days on, 2 consecutive days off
Week 3	5 days on, 2 consecutive days off
Week 4	4 days on, 3 consecutive days off and repeat the cycle

C. Tours of Duty: Road Patrol

There shall be four (4) tours of duty as set forth herein. They shall be as follows:

"A" line - 10:45 p.m. - 6:45 a.m.

"B" line - 6:45 a.m. - 2:45 p.m.

"C" line - 2:45 p.m. - 10:45 p.m.

"D" line - 7:00 p.m. - 3:00 a.m.

The above shall be permanent tours of duty. All full time police officers shall bid the tours of duty by seniority, Sergeants first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign full time employees in the inverse order of seniority to the "A" line first, the "D" line next, the "C" line next and "B" line, until the staffing levels established have been achieved. All full time employees shall select a first (1st), second (2nd), third (3rd) and fourth (4th) choice (Example, 1st "B" line, 2nd "C" line; 3rd "A" line and 4th "D" line). After the full time employees have submitted their original selections to the Chief of Police for the ensuing year, each full time employee shall be entitled to amend their original selections, in writing to the Chief of Police or designee, one (1) time during the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill that vacancy, the Chief of Police shall post that vacancy to be filled for a minimum of seven (7) calendar days prior to its filing, providing any employee(s) with the opportunity to amend their selections set forth herein.

It is agreed and understood that any previously approved time off shall be granted to the employee(s) filling the vacancy. The selection notifications in place at that time shall be used to fill that vacancy by the Chief of Police.

All employees shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion.

Tours of Duty: Detective Division

There shall be two (2) tours of duty as set forth herein. They shall be as follows:

"B" line 7:00 a.m. - 3:00 p.m.

"C" line 3:00 p.m. - 11:00 p.m.

The above shall be permanent tours of duty. All Detectives shall bid the tours of duty by seniority, Detective Sergeant first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels

established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign Detectives in the inverse order of seniority with the last senior Detective to the "C" line first and the "B" line next, until the staffing levels established have been achieved. All Detectives shall select a first (1st) and second (2nd) choice (Example: 1st "B" line; 2nd "C" line). After the detectives have submitted their original selections to the Chief of Police for the ensuing year, each Detective shall be entitled to amend their original selections, in writing to the Chief of Police or designee, one (1) time during the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill that vacancy, the Chief of Police shall post that vacancy to be filled for a minimum of seven (7) calendar days prior to its filing, providing any Detective with the opportunity to amend their selections set forth herein.

It is agreed and understood that any previously approved time off shall be granted to the Detective(s) filling the vacancy. The selection notifications in place at that time shall be used to fill that vacancy by the Chief of Police.

All Detectives shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion.

Tours of Duty: Dispatcher

There shall be three (3) tours of duty as set forth herein. They shall be as follows:

"A" line	12:00 midnight - 8:00 a.m.
"B" line	8:00 a.m. - 4:00 p.m.
"C" line	4:00 p.m. - 12:00 midnight

The above shall be permanent tours of duty. All full time dispatchers shall bid the tours of duty by seniority, Senior Dispatcher first (1st), between November 10th and December 10th of each year, starting January 1st of the ensuing calendar year based on seniority and the staffing levels established by the Chief of Police. In the event there are an insufficient number of volunteers based on seniority, then the Chief of Police may assign full time dispatchers in the inverse order of seniority with the least senior full time dispatcher to the "A" line first, the "C" line next and then the "B" line, until the staffing levels established have been achieved. All full time dispatchers shall select a first (1st), second (2nd) and third (3rd) choice (Example: 1st "B" line; 2nd "C" line; 3rd "A" line). After the full time dispatchers have submitted their original selections to the Chief of Police for the ensuing year, each full time dispatcher shall be entitled to amend their original selections, in writing, to the Chief of Police or designee, one (1) time during, the first six (6) calendar months and one (1) time during the second six (6) calendar months of each year. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, death or retirement only, and the Chief of Police elects to fill that vacancy, the Chief of Police shall post that vacancy to be filled for a minimum of seven (7) calendar days prior to its filing, providing any dispatcher(s) with the opportunity to amend their selections set forth herein.

It is agreed and understood that any previously approved time off shall be granted to the full time dispatcher(s) filling the vacancy. The selection notifications in place at that time shall be used to fill that vacancy by the Chief of Police.

All full time dispatchers shall be entitled to switch, swap or substitute a tour of duty with each other, upon prior approval of the Chief of Police or designee for each occasion.

D. Full Time Hires Training Work Schedule

When a full time employee is newly hired by the Employer, he or she will undergo a period of training. The training shall consist of working the tours of duty set forth above with an experienced employee (defined as a minimum of one [1] full year as a police officer, after completion of the required Basic Municipal Police Training Academy). The new hire shall not work or ride alone during the training period and shall not count towards the minimum staffing level set forth in this Article. The Chief of Police will assign the initial tour of duty to the new hire, who will then rotate as set forth below.

In the event the new hire has experience, the training schedule shall be a minimum of two (2) weeks per tour of duty, for a total of six (6) weeks. The Chief of Police may require up to an additional six (6) weeks of training following the same schedule, and thereafter that employee(s) shall be placed on to a tour of duty as set forth in this Article.

In the event the new hire does not have experience as defined herein, the training schedule shall be for two (2) weeks per tour of duty, for a total of twelve (12) weeks. However, if, at the conclusion of the twelve (12) weeks, the Chief of Police determines that more training is required, the Chief of Police may require up to an additional eight (8) weeks of training, following the same schedule, and thereafter shall be placed on to a tour of duty as set forth in this Article.

Notwithstanding the above training schedule, the Chief of Police may cease training at any time or forego training when, based upon performance and/or experience, the new hire has demonstrated that he/she is adequately trained.

E. Minimal Staffing

In recognition of the health and safety of all unit employees, and in the event there are less than four (4) unit employees (1 desk and 3 road patrol) Working on all tours of duty, except the "D" line, which shall not have a specific minimum staffing, the procedure set forth herein shall occur:

1. Canvass the full time and then part time employees working the preceding shift in which the vacancy occurs, in order to seek a volunteer(s) to work overtime. In the event there is no volunteer(s), then;

2. The entire roster shall be canvassed for a volunteer(s), who are not scheduled to work, as follows:

Road Patrol

Full Time Police Officer (1st)
Sergeant(s) (2nd)
Part Time Police Officer (3rd)

Desk

Full Time Dispatcher (1st)
Part Time Dispatcher (2nd)
-Part Time Police Officer (3rd)
Full Time Police Officer (4th)

3. In the event there are no volunteer(s), the least senior full time employee working the preceding tour of duty as set forth above, shall work that tour of duty.

The employee(s) shall be entitled to split the tour of duty by working four (4) hours for each employee.

F. Overtime

Work for all employees in excess of their scheduled eight (8) hours in a workday, or when not regularly scheduled to work, or forty (40) hours in any workweek, shall be considered overtime.

G. Overtime Payment

All overtime payments for part time employees shall be paid in cash.

All overtime payments for full time employees shall be paid in cash or compensatory time, at the employee's option. The employee who elects compensatory time shall receive one (1) hour in time, and one-half (1/2) hour in cash payment. In the event the employee elects compensatory time, and that time is not used, the Employer shall pay all employees in the second (2nd) pay period in November of each year, all hours in excess of one hundred (100) hours of their total accumulation.

H. The Employer will pay overtime to employees when called-in on an overtime basis, with the minimum guarantee of three (3) hours on each call-in. This will apply to employees who are requested to spend off-duty hours at court appearances and other related town business, as designated by the Department.

I. No back-to-back assignments will be made unless it is mutually agreed upon between the Union and the Employer.

J. The overtime procedure, except for minimum staffing as set forth above, for road patrol duties shall be:

1. Canvass all employees, whether working or not, based on seniority as follows for volunteers:

Full Time Police Officer (1st)
Part Time Police Officer (2nd)
Sergeant (3rd)
Detective (4th)

In the event there are no volunteers, then the least senior full time employee working the preceding tour of duty shall work that tour of duty as follows:

Full Time Police Officer (1st)
Sergeant (2nd)
Detective (3rd)

ARTICLE XIX
**WORKER'S COMPENSATION PAYMENT/
GENERAL MUNICIPAL LAW SECTION 207-c**

A. All full time employees not covered by Section 207-c of the General Municipal Law as set forth in Section B below, who are injured or become ill due to their employment, shall be entitled to file a Worker's Compensation claim and be paid and/or reimbursed sick leave as required by law.

All part time employees not covered by Section 207-c of the General Municipal Law as set forth in Section B below, shall also be entitled to file a Worker's Compensation claim and be paid as required by law.

B. The requirements of Section 207-c of the General Municipal Law shall apply only to those employees covered by the statute. Additionally, the employee(s) shall also be entitled to file Worker's Compensation claim.

No full time employee shall be required to use any paid leave benefit or accruals, such as but not limited to sick leave, compensatory time, personal leave, vacation, etc. to receive the regular salary and benefits.

For the purpose of applying the statute "regular salary or wages" for the part time employee, it shall be based on the average number of hours worked by the employee during the fifty-two (52) weeks immediately preceding the injury or illness.

C. Claims for benefits pursuant to Section 207-c of the General Municipal Law shall be processed pursuant to the Procedure attached hereto as Attachment "A".

ARTICLE XX
OUTSIDE EMPLOYMENT, INDEMNIFICATION AND FALSE ARREST

A. Employees shall be entitled to accept outside employment provided such employment does not interfere in the performance of their duties with the Department, and

further provide that it does not provide any conflict of interest and schedule in terms of the nature of their work. The Chief of Police will review and determine interference and performance and conflicts of interest of schedules.

B. The Employer shall assume all risks incidental to the operation of the Department and will indemnify any of its employees against all claims, or actions arising from any accident, injury or damage whatsoever to any person or property arising in the lawful discharge of his duties within the scope of his/her employment and such claims or actions brought thereon.

C. Any employee who receives a complaint, notice of claim, summons or other notice of process relating to his conduct as an employee, shall give a copy of such document to the Chief of Police within twenty-four (24) hours after its receipt by the employee. If the Chief of Police is not available, said document shall be delivered to the immediate supervisor, Town Supervisor, or his/her designee.

D. Any employee who is the subject of any claim or action against the Department or any employee thereof, shall be obligated to fully cooperate in the investigation and defense of such claim or action and to furnish all information within his/her knowledge to the Chief of Police and the Town Board.

E. The Employer shall provide and pay for all legal counsel for the defense of any employee covered by this Agreement against whom a civil or criminal complaint is filed for alleged false arrest or abuse of power in the performance of their lawful job-related duties.

XXI

BASE WAGE HOURLY RATE AND LONGEVITY

A. The Base Wage for all full time employees shall be as follows, and reflects the following wage adjustments:

Effective 1/1/01	2%
Effective 7/1/01	2%
Effective 1/1/02	2%
Effective 7/1/02	2%
Effective 1/1/03	2%
Effective 7/1/03	2%

Police Officer

Step	Years of Service	1/1/01	7/01/01	1/1/02	7/1/02	1/1/03	7/1/03
1	Starting	\$30,433	\$31,041	\$31,662	\$32,295	\$32,941	\$33,600
2	After 1 year	\$31,448	\$32,077	\$32,718	\$33,372	\$34,040	\$34,721
3	After 2 years	\$32,474	\$33,123	\$33,786	\$34,461	\$35,151	\$35,854
4	After 3 years	\$33,474	\$34,144	\$34,827	\$35,523	\$36,234	\$36,958
5	After 4 years	\$35,115	\$35,817	\$36,533	\$37,263	\$38,009	\$38,769

B. Dispatchers

Step	Years of Service	1/1/01	7/01/01	1/1/02	7/1/02	1/1/03	7/1/03
1	Starting	\$21,756	\$22,191	\$22,634	\$23,087	\$23,549	\$24,020
2	After 1 year	\$23,591	\$24,062	\$24,544	\$25,034	\$25,535	\$26,046
3	After 2 years	\$25,426	\$25,934	\$26,453	\$26,982	\$27,521	\$28,072
4	After 3 years	\$27,353	\$27,900	\$28,458	\$29,028	\$29,608	\$30,200
5	After 4 years	\$28,906	\$29,484	\$30,074	\$30,675	\$31,289	\$31,914

C.

	1/1/01	7/01/01	1/1/02	7/1/02	1/1/03	7/1/03
(Hourly rates):	15.34	15.65	15.96	16.28	16.60	16.94
Part Time Police Officer	\$14.63	\$14.92	\$15.22	\$15.53	\$15.83	\$16.15
Part-Time Dispatcher	\$10.47	\$10.68	\$10.90	\$11.12	\$11.34	\$11.57
	10.97	11.18	11.49	11.69	11.87	12.11

D. Sergeant's pay shall reflect a ten percent (10%) differential over that of the highest paid police officer.

E. Longevity in Grade: Starting with the fifth (5th) year of full time employment, two hundred dollars (\$200.00) per year, six (6) month probationary period is not included in the above salary levels.

F. Plain Clothes Work Differential - The Employer shall pay to those employees designated as investigators within the Department on plain clothes assignment, an additional one hundred dollars (\$100.00) per month over and above their present classification pay so long as they are so assigned.

G. Senior Dispatcher's pay shall reflect a five percent (5%) differential over the highest paid dispatcher.

H. Detective Stipend. Employees designated as Detectives shall receive a yearly stipend as follows:

Effective 1/1/01	\$1,500.00 for Detective
	\$1,750.00 for Detective Sergeant
Effective 1/1/02	\$2,000.00 for Detective
	\$2,250.00 for Detective Sergeant

I. Senior Detective pay shall reflect a ten percent (10%) differential over that of the highest paid Detective, but not to exceed two thousand five hundred dollars (\$2,500.00).

J. The parties agree that any Canine Officer will be compensated for each calendar week that a canine is in the care and custody of an employee, a sum of money equal to six (6) hours of straight time pay. All employees assigned as Canine Officers and compensated under the provisions of this Agreement shall be required to submit a weekly canine report.

The parties agree that six (6) hours is a reasonable number of hours attributed to the off-duty care, feeding, walking, grooming, and general maintenance of the canines, and that straight time hourly pay is reasonable hourly rate. The compensation provided herein and the responsibilities set forth can only be adjusted, increased or decreased, after mutual considerations concerning the reasonableness of the number of hours spent performing the duties or responsibilities. An Officer shall not be entitled to any compensation for any and all times that the canines are not in the custody or possession of the Canine Officer.

Officers assigned Canine Officers fully understand the terms, conditions, and substance of this Agreement, whereby the Canine Officers are ordered and limited to spend no more than six (6) hours performing the above duties and responsibilities.

K. Any full-time Police Officers hired shall be credited with one (1) year of seniority for every two years of full-time service as a Police Officer or Deputy Sheriff with another jurisdiction, up to a maximum of five years of such credited service, and shall be placed on the above base wage or on longevity schedule based upon that service. For the purposes of vacation, overtime distribution, etc., the employees shall be treated as a new employee, the foregoing provision shall be subject to the provisions of the Town Law.

Any part-time Police Officer for the Town of Ulster who is hired as a full-time Police Officer for the Town of Ulster shall be credited with prorated seniority based upon hours worked as a part-time Police Officer with the Town of Ulster, up to a maximum of five (5) years of such credited service, and shall be placed on the base wage or on longevity schedule based upon that service. 2000 hours of employment as a part-time Police Officer shall constitute one (1) year of seniority for the purposes specified above. For the purposes of vacation, overtime distribution, etc., the employee shall be treated as a new employee.

ARTICLE XXII

PENSION, GROUP HEALTH AND WELFARE INSURANCE PLANS

A. The Employer shall adopt, implement and maintain at no cost to all eligible employees, Section 384-d of the New York State and Local Police and Fire Retirement System. The Employer shall adopt, implement and maintain at no cost to all eligible employees, Section 384-e of the New York State and Local Police and Fire Retirement System.

B. The Employer shall pay 100% of the cost or premium for individual or dependent coverage for all full time employees in a plan comparable to the current plans.

C. The Employer shall pay 100% of the cost or premium for individual or dependent coverage for full time employees of a dental plan mutually agreed upon between the parties.

D. The Employer shall provide all employees with New York State Unemployment Insurance.

E. Upon retirement, the Employer shall pay 100% of the cost or premium for individual or dependent coverage for all full time employees consistent with those received prior to their retirement. The coverage shall terminate upon the death of the retired employee.

F. Retirement shall be defined as leaving Town service and receiving a pension from the New York State Retirement System. An employee who is eligible to receive a pension and has waived his pension shall be deemed to be a retiree for the purposes of the Collective Bargaining Agreement.

ARTICLE XXIII EMPLOYEE HEALTH CONCERNS

In recognition of health and safety concerns related to the issues of alcohol and/or drug abuse, the Employer and the Union agree that bargaining unit members shall be subject to random drug and/or alcohol abuse testing for the purpose of determining their fitness to work. Testing procedures shall be reasonably calculated to assure an accurate outcome and an appropriate chain of possession procedure shall be implemented to assure that the tests are those of the individual(s) who are tested. It is the intention of the parties that this provision comports with federal and state constitutional/statutory requirements.

ARTICLE XXIV JURY DUTY

In the event a full time employee is noticed to appear for Jury Duty, and that employee is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police.

In the event a full time employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required.

All fees paid to the employee shall be endorsed over to the Employer. However, any mileage, tolls and/or parking reimbursements for appearing at Jury Duty shall be retained by the employee.

ARTICLE XXV DISCIPLINARY PROCEDURE

Command Discipline - Informal Stage

In the event the Employer determines that a formal procedure is not required due to the relatively minor infraction(s) of the police departments adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. a written reprimand to be placed in the employee's personnel file, which shall not exceed six (6) months; and/or
2. a reduction in vacation accruals for the full time employee which shall not exceed three (3) work days.
3. removal from the work schedule of the part-time employee which shall not exceed two (2) work days.

Procedure Rights - Formal Stage

In the event the Employer determines that a formal procedure is required, the disciplinary procedure prescribed herein, shall be available to all employees as an alternative to Section 75 and/or 76 of the Civil Service Law. An employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law or arbitration as described herein but not both alternative procedures to grieve such disciplinary action.

Notice of Discipline – Formal Stage

In the event the Employer sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The Union shall be provided a copy of the notice of discipline at the same time as the affected employee(s).

The notice of discipline shall be accompanied by a written statement that:

“An employee served with a notice of discipline has the right to object by filing a response within fifteen (15) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law.”

Procedure Selection – Formal Stage

In the event the employee does object, then he/she shall file a written notice of their choice of procedure, subject to the provisions stated above with the Employer and Union no later than fifteen (15) calendar days after receiving the notice of discipline.

The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage.

The employee has the right to be represented by the Union, an attorney, or other representative of their choice, at their expense, at every stage of the proceeding.

Suspension.

In no event however, shall an employee who has been served with a notice of discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Grieving a Notice of Discipline

An employee may grieve a notice of discipline at Step 2 of the Grievance Procedure prescribed in Article VI hereof, by requesting a meeting with the Town Supervisor as prescribed therein, no later than fifteen (15) calendar days after receiving the notice of discipline. The meeting, at which the employee and/or representative(s) may attend, shall be conducted at a mutually agreed upon date and time to all parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Town Supervisor shall render a written decision no later than five (5) calendar days after such meeting.

Filing for Arbitration

An employee may appeal the Step 2 decision to independent arbitration by filing a notice with the Town Clerk no later than fifteen (15) calendar days after receipt of the Step 2 decision.

The independent arbitrator shall be selected in accordance with the procedures set forth in Article VI - Grievance Procedure.

The independent arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

Suspension

The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

Fees and Expenses

All fees and expenses of the arbitrator, if any, shall be paid by the Employer. In the event demotion or termination is sought by the Employer, the hearing shall have a transcribed record provided at no cost to the employee or Union.

ARTICLE XXVI GENERAL PROVISIONS

A. The Employer agrees to furnish each of its employees one (1) copy of this agreement for which they will sign for as received. New employees shall also be provided a copy of this agreement upon hiring.

B. Information regarding the balance of all paid leave accruals shall be provided to each employee in their payroll check.

C. An employee required and authorized to use his/her personal car for Employer use shall be reimbursed, via a separate check, at the appropriate rate per mile established at its annual meeting.

D. An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, upon seven (7) calendar days' notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an employee's personnel file until such time as the employee had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the items reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article VI – Grievance Procedure.

ARTICLE XXVII MANDATED PROVISIONS OF LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXVIII SEPARABILITY

In the event that any Article(s), Section(s) and/or Paragraph(s) contained in this agreement shall at any time be declared invalid by a court of competent jurisdiction or through

government regulations or decrees, such decision shall not affect any other Article(s), Section(s) and/or Paragraph(s) contained in this agreement, it being the express intent of the parties hereto that all Article(s), Section(s) and/or Paragraph(s) not declared invalid, shall remain in full force and effect.

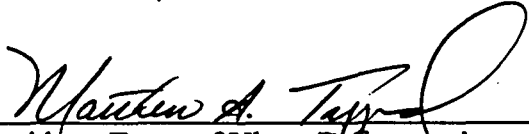
In that event, the parties shall meet and negotiate the change and/or impact of the Article(s), Section(s) and/or Paragraph(s) of this agreement that were declared invalid.

ARTICLE XXIX DURATION

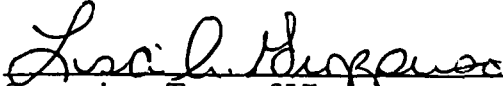
A. This Agreement shall be effective from January 1, 2001 through December 31, 2003

B. In the event this Agreement expires and there is no successor collective bargaining agreement or compulsory interest arbitration award issued, terms and conditions of employment shall remain in full force and effect until such time as the parties negotiate a successor collective bargaining agreement or compulsory interest arbitration award alters any terms and conditions of employment

C. In witness whereof, the parties have executed this Agreement as of the 18th day of July, 2001



President, Town of Ulster Policemen's
Benevolent Association



Supervisor, Town of Ulster

TOWN OF ULSTER

GENERAL MUNICIPAL LAW 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Town of Ulster

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.”

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) **Employer:** The Town of Ulster
- b) **Chief:** The Chief of Police of the Town of Ulster
- c) **Claimant:** Any Police Officer of the Town of Ulster who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.
- d) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- e) **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. A full-time employee receiving Section 207-c benefits shall continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement for a period of six (6) months in any calendar year. Thereafter, that full-time employee shall receive his/her Base Wage, longevity and health insurance until their return to work at which time they will continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves named herein. A

part-time employee who is receiving Section 207-c benefits shall be entitled to receive their cleaning amounts for a period of six (6) months in any calendar year.

Section 3. Application for Benefits

1. Any Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall file a written incident report with the Chief and Claims Manager within twenty-four (24) hours of becoming aware of the injury or illness. Upon sufficient reason, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required twenty-four (24) hours.
2. The incident report shall include, to the extent practicable, the following information:
 - (a) the time, date and place of the incident;
 - (b) a statement of the facts surrounding the incident;
 - (c) the nature and extent of the Claimant's injury or illness; and
 - (d) the name of any possible witnesses to the incident.
3. Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using official application form(s), which shall include the following information:
 - (a) the time, date and place where the injury or illness producing the incident occurred;
 - (b) a detailed statement of the particulars of the incident;
 - (c) the nature and extent of the Claimant's injury or illness;
 - (d) the Claimant's mailing address;
 - (e) the names of any potential witnesses; and
 - (f) the name and address of all of the Claimant's treating physicians.
4. The Claims Manager may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.
2. The Claims Manager shall have the authority to:
 - (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
 - (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
 - (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
 - (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
 - (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
 - (f) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, Employer and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to section 11 of the procedures herein.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave

time and/or it becomes exhausted, the claimant shall use paid leave in the following order:

- (a) Personal Leave
- (b) Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to one (1) or more medial or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. Any employee who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.
2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.
3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.
4. No claim for surgical operations or physiotherapeutic procedures costing more than \$150.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 7. Light Duty Assignments

1. Any Claimant receiving Section 207-c benefits who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability incurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform certain specified light duty. Any Claimant deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.
2. A Claimant who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical documentation, the parties agree that the matter shall proceed to arbitration pursuant to Section 11 (1) Hearing Procedures herein. The fees and expenses of that physician shall be paid equally by the parties.
3. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light duty based upon conflicting medical documentation, until it is determined whether the employee is capable of performing the light duty as set forth in Section 2 above. Where a determination has been made that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that employee's 207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
 - (a) requiring recipient to undergo medical examination by physician or medical providers chosen by the Claims Manager;

- (b) requiring recipient to apprise the Claims Manager as to their current condition; and
- (c) requiring recipient or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by certified mail upon the Claimant and the Chief. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive 207-c benefits.

Section 11. Hearing Procedures

1. Hearing requested under the provisions of this procedure shall be conducted by a neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected in accordance with Article VI, Grievance Procedure, Section 3, Step 3 (Arbitration) of this Agreement. The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Arbitrator may cause a transcript to be made. The Claimant and the Employer agree to share equally the costs of the transcript. After the hearing, the Arbitrator shall render a determination, which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties.
2. In the event there is a medical dispute between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree that the matter shall proceed to arbitration as set forth above. The fees and expenses of the arbitrator shall be paid equally by the parties.

Section 12. Coordinator with Workers' Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits,

any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers' Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.
2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.
3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.